

<b>SOLICITATION, OFFER, AND AWARD</b>			1. Market      Open		Page of Pages 1      45	
2. Contract Number		3. Solicitation Number POKA-2004-B-0001		4. Type of Solicitation <input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposal (RFP)		5. Date Issued
6a. Caption		Removal and Disposal of Unclaimed and Unidentified Vehicles				
7. Issued By Office of Contracting and Procurement Professional Services and Public Safety Commodity Group 441 4th Stree, NW, Suite 700 South Washington, DC 20001			Code      HA0		8. Address Offer To (If other than line 7)	
NOTE: In sealed bid solicitations "Offer" and Offeror" means "Bid" and "Bidder"						
<b>SOLICITATION</b>						
9. Sealed bid in original and      2      copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in      441 4th Street, NW, Suite 703 Bid Counter, Washington, DC 20001      until      2:00 PM      local time      September 8,2004 (Hour)      (Date)						
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR Chapters 15 and 16 as applicable. All offers are subject to all terms and conditions contained in this solicitation.						
10. For Information Contact		A. Name Brenda B. Spriggs		B. Telephone (No Collect Calls) (Area Code)      (Number)      (Ext) 202      727-6605		C. E-mail Address <a href="mailto:brenda.spriggs@dc.gov">brenda.spriggs@dc.gov</a>
11. Table of Contents						
(X)	Section	Description	Pages	(X)	Section	Description
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES		
(X)	A	Solicitation/Contract Form	1	(X)	I	Contract Clauses
(X)	B	Supplies or Services and Price/Cost	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS		
(X)	C	Description/Specifications/Work Statement			J	List of Attachments
(X)	D	Packaging and Marking	9	PART IV - REPRESENTATIONS AND INSTRUCTIONS		
(X)	E	Inspection and Acceptance	10	(X)	K	Representations, Certifications and Other Statements of Offerors
(X)	F	Deliveries or Performance	11			
(X)	G	Contract Administration Data	13	(X)	L	Instructions, Conditions & Notices to Offerors
(X)	H	Special Contract Requirements	17	(X)	M	Evaluation Factors for Award
						24
						29
						38
<b>OFFER</b>						
12. In compliance with the above, the undersigned agrees, if this offer is accepted within      90      calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.						
13. Discount for Prompt Payment		10 Calendar days %	20 Calendar days %	30 Calendar days %	____ Calendar days %	
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):			Amendment Number	Date	Amendment Number	Date
15A. Name and Address of Offeror		Code      Facility	16. Name and Title of Person Authorized to Sign Offer/Contract			
15B. Telephone (Area Code)      (Number)      (Ext)		15 C. Check if remittance address is different from above - enter address in Schedule Section K.		17. Signature		18. Offer Date
<b>AWARD (TO BE COMPLETED BY GOVERNMENT)</b>						
19. Accepted as to Items Numbered			20. Amount		21. Accounting and Appropriation	
22	Award - DC OCP Form 201 not required Negotiated Agreement - DC OCP Form 201 must be executed			23. Submit Invoices to Address Shown In (2 copies unless otherwise specified)		Item
24. Administered By (If other than Item 7)      Code			25. Reserved for future use			
26. Name of Contracting Officer (Type or Print)			27. Government of the District of Columbia  (Signature of Contracting Officer)			28. Award Date

**SECTION B - SUPPLIES OR SERVICE AND PRICE/COST**

**SCHEDULE**  
**INDIVIDUAL AWARD ITEMS**

1. The Office of Contracting and Procurements on behalf of the Department of Public Works, (DPW) seeks a contractor to provide services for the removal and disposal of motor vehicles declared abandoned and disposed of as refuse, as provided in DC Act 15-113 (enacted July 29, 2003).
2. The Contractor will pay the District for unclaimed and unidentifiable vehicles valued as scrap and that are transferred to the Contractor by the District in accordance with DC Act 15-113. It is estimated that the District will transfer a minimum of 5,000 vehicles and a maximum of 10,000 vehicles per year per contractor. The Contractor shall pay the District a percentage (%) of the price per ton as posted by Iron Age. \*Each Unclaimed vehicle transferred will be considered to weigh 1.4 tons. The price for the month will be set by the first monthly internet posting made by Iron Age Scrap Price Bulletin for the Philadelphia Region Ferrous Shredded scrap.
3. The District contemplates award of more than one indefinite quantity contract.

**BASE YEAR (1-4 OPTION YEARS)**

<b>Contract Line Item Number (CLIN)</b>	<b><u>Supplies or Services</u></b>	<b><u>*%payable to the District</u></b>
Base Year 0001	<u>**Removal and disposal of unclaimed and unidentifiable vehicles</u>	_____
Option Year 1 0002	<u>**Removal and disposal of unclaimed and unidentifiable vehicles</u>	_____
Option Year 2 0003	<u>**Removal and disposal of unclaimed and unidentifiable vehicles</u>	_____
Option Year 3	<u>**Removal and disposal of</u>	_____

POKA-2004-B-0001

0003            unclaimed and unidentifiable  
                 vehicles

Option Year 4    \*\*Removal and disposal of  
0004            unclaimed and unidentifiable  
                 vehicles

\_\_\_\_\_

\*\*Requirement for Descriptive Literature for bidders disposal operation (See L.17 –  
Requirement for Descriptive Literature)

**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

**C.1 SCOPE:**

The Office of Contracting and Procurement on behalf of the Department of Public Works (DPW), seeks a contractor to provide for the removal and disposal of motor vehicles declared abandoned and disposed of as refuse, as provided in DC Act 15-113 (enacted July 29, 2003).

**C.2 BACKGROUND**

DPW has the statutory responsibility to remove abandoned or dangerous vehicles from streets and private property in the District of Columbia (District). Some of these vehicles are reclaimed by owners. The remainders of the vehicles are disposed of as refuse. This procurement concerns the vehicles that are disposed of as refuse.

**C.3 REQUIREMENTS**

The following services are to be provided under this contract:

The District intends to transfer a minimum of 5,000 vehicles and a maximum of 10,000 vehicles per contractor per year. The contractor will be required to remove these vehicles from the District's facilities to the contractor's offsite location.

- It is estimated that the contractor will remove approximately 20-30 vehicles on a daily basis (Monday-Friday weekly, and Saturdays as needed, at DPW's discretion) from the Blue Plains Storage and Auction Lot (Blue Plains Lot) located at 5001 Shepherd Parkway, S.W., to the contractor's offsite location;
- From time to time, the transfer of vehicles from other DPW-operated impoundment lots as directed by the Contracting Officer's Technical Representation (COTR);
- The preparation of vehicles at the off-site location for final disposal; and
- The final disposition of the vehicles at a vehicle shredder.

All vehicles picked up by the Contractor shall be disposed of by shredding within 30 calendar days of request made by the District. Under no circumstances shall any such vehicle be re-sold or operated. The quantity specified is an estimate only and is based on the best available information to DPW at the time of issuance of this solicitation. DPW does not guarantee, in writing or by implication, these quantities.

Results from the past three years are as follows:

Fiscal Year 2003 (October – June): 1931

Fiscal Year 2002: 4544

Fiscal Year 2001: 5209

Fiscal Year 2000: 4736

A majority of the vehicles are passenger vehicles and smaller commercial vehicles like pick-up trucks. However, from time to time other types of vehicles and vehicle parts items shall be disposed of including buses, dump trucks, recreational vehicles, wood, metal or fiberglass trailers, wood, metal or fiberglass boats, boat carriers, and vehicle and miscellaneous parts such as snow plow blades, sand spreaders, truck bodies, engines, fenders, mufflers, and other loose auto and truck parts.

Under no circumstances are the vehicles to be resold or to leave the possession of the contractor, except after vehicle preparation is completed and where the vehicle may be transported to a vehicle shredder.

### **C.3.1 DAILY PICK-UP OF VEHICLES**

Each Contractor shall pick up (by tow truck and/or flat bed truck as necessary) up to 30 vehicles each weekday (Monday through Friday, and Saturdays as needed at the DPW's discretion) from the Blue Plains Lot located at 5001 Shepherd Parkway, S.W. (or other DPW-operated impoundment lots) and deliver those vehicles to the Contractor's off-site location identified in the bid for vehicle preparation ("off-site location"). There shall be only one such off-site location and it shall be located within a reasonable driving distance from the Blue Plains Lot. The pick-up of vehicles will be coordinated with personnel from DPW's Abandoned Vehicle Operations. A vehicle control form shall be signed by the Contractor's driver as evidence of receipt of a vehicle. The vehicle control form shall include a description of the vehicle and the vehicle identification number, or other lot control number when no Vehicle Identification Number (VIN) is present. Vehicles that are picked up at the Blue Plain Lot shall be taken directly to the off-site location for preparation for final disposal.

Blue Plains' operating hours are from 7:30 am to 4:00 pm weekdays. These hours may be subject to change based on seasonal conditions, or lengthened to facilitate impoundment and disposal. Saturdays may be used, at DPW's discretion, to expedite the removal of vehicles requiring disposal.

### **C.3.2 VEHICLE PREPARATION FOR FINAL DISPOSAL**

The Contractor shall complete preparation, and have each vehicle destroyed within 30 days from the date the vehicle arrives at the contractor's off-site location.

The Contractor is required to remove from the vehicle all fluids and parts listed herein and any additional parts or fluids that are required to be removed in order to properly prepare the vehicles for disposal by way of a vehicle shredder. The following fluids shall be drained or removed from each vehicle: antifreeze (coolant); brake, power steering and other hydraulic fluids, refrigerant (CFC's, R-12, etc.); gasoline and diesel; and oil and transmission fluids (removal of windshield washer fluid is optional).

The Contractor is required to remove the following parts from each vehicle: gasoline and diesel fuel tanks; tires; batteries, and catalytic converters (the contractor may, at its option remove radiators, starters and alternators). Other parts of the vehicle may be extracted for reuse as demand warrants.

The preparation of vehicles for shredding shall take place on a sealed cement pad with a system to collect residual wastes. The surface of the pad must be maintained free of buildup of Hazardous Material (as defined in Section C.3.4.1.2). All fluids and parts shall be recycled or disposed of through properly licensed firms and in accordance with Environmental Laws (as defined in Section C.3.4.1.1). Once the fluid and parts have been removed, the vehicle shall be stored for delivery to a vehicle shredder operation. Delivery to a vehicle shredder must be made within 30 days from the date the vehicle first arrived at the off-site location. This operation shall be documented in the manner set forth below.

### **C.3.3 DELIVERY TO VEHICLE SHREDDER**

Upon completion of the preparation operation described above, the prepared vehicles shall be delivered to a vehicle shredder operation approved by the District, for final disposal. (The bid may designate more than one vehicle shredder firm). Delivery to a vehicle shredder operation shall be completed within 30 days from the date the vehicle first arrived at the off site location. The Contractor shall maintain written documentation of the vehicle identification (or lot control number when no VIN is present) for each vehicle delivered to the vehicle shredder operation for the length of the contract and provide that documentation to this District on demand.

### **C.3.4 HAZARDOUS MATERIAL AND FIRE PROTECTION**

#### **C.3.4.1 DEFINITIONS**

**C.3.4.1.1** “Environmental Laws” means any applicable present or future federal, state, local or administrative law, rule, regulation, order or requirement relating to Hazardous

Material (including, without limitation, their use, handling, transportation, production, disposal, discharge or storage), or to health and safety, industrial hygiene or the environment, including, without limitation, soil, noise, air and groundwater conditions.

**C.3.4.1.2** “Hazardous Material” means any material that, because of its quantity, concentration or chemical characteristics, is at any time now or hereafter deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health, welfare or safety or to the environment. Hazardous Material includes, without limitation, any material or substance defined as a “hazardous substance,” or “pollutant” or “containment” pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”, Also commonly known as the “Superfund “ Law), as amended (42 U.S.C. Section 9601 et. Seq.) or pursuant to DC Law.

**C.3.4.1.3** “Investigate and Remediate” (“Investigation” and “Remediation”) shall mean the undertaking of any activities to determine the nature and extent of Hazardous Material that may be located in, on, under or about the property or that has been or is being threatened to be released into the environment, and to clean up, remove, contain, treat, stabilize, monitor or otherwise control such Hazardous Material.

**C.3.4.1.4** “Release” when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing unto or in, on, under or about any part of the off-site location or into the environment.

**C.3.4.2 WORKING WITH HAZARDOUS MATERIALS**

The Contractor covenants and agrees that the Contractor and any of its agents, employees or invites shall use, store contain and control Hazardous Materials in compliance with all applicable Environmental Laws at all times. The Contractor shall immediately notify DPW if and when the Contractor learns or has reason to believe a Release of Hazardous Material has occurred in the performance of this contract that may require any Investigation and Remediation. By way of illustration and not by way of limitation on the foregoing, the following shall apply: Hazardous material shall be recycled or disposed of in accordance with Environmental Laws; no Hazardous Materials shall be voluntarily or involuntarily disposed of onto or into the ground or sewer system; Hazardous Materials shall be removed from the off-site location as needed by licensed waste transporter and in

POKA-2004-B-0001

no event shall Hazardous Materials accumulate at the off-site location property for longer than 180 days;

Hazardous Materials primary containers must be impervious to the stored material and not subject to physical or chemical deterioration that may cause leakage, and secondary containment methods must be sufficient to contain the maximum amount of stored material that will be present at any one time.

#### **C.3.4.3EMERGENCY RESPONSE PLAN**

The Contractor shall maintain the following: an emergency response plan; an emergency response employee-training program, and inventory of Hazardous Materials stored at the off-site location.

#### **C.3.4.4FIRE PREVENTION MEASURES**

The Contractor shall comply with all applicable fire prevention codes including, without limitation, the following:

Welding and torch cutting shall be in conformance with the applicable codes.

No smoking will be allowed at the off-site location except in designated areas consistent with applicable local ordinances.

No burning of wrecked or discarded motor vehicles, vehicle parts, or waste materials shall be allowed.

Motor vehicles, discarded parts of motor vehicles, junk, waste or other materials shall not be stored, displayed, or kept in a manner that could hinder or endanger firefighting efforts and operations. One or more aisles, at least 30 feet wide, must be maintained in the area where vehicles are stored to permit access by the Fire Department to all parts of the vehicle storage area. Entrances and exits to the area shall be at least 15 feet in width.

#### **C.3.4.5CONTRACTOR'S ENVIRONMENTAL INDEMNITY**

If the Contractor breaches any of its obligations contained herein, or if any act, omission or negligence of the Contractor, its agents, employees or invitees, results in any Release of Hazardous Material in, on or under or about any part of the off-site location or at any other location, then, without limiting Contractor's Indemnity, the Contractor shall, on behalf of itself and its successors and assigns, indemnify the District and the Department of Public Works, and each of them,



POKA-2004-B-0001

from all claims (including, sums paid in settlement of claims, attorneys' fees, consultants' fees and experts fees and costs) arising during or after the term of this

contract and relating to such Release. The foregoing indemnity includes, without limitation, costs incurred in connection with activities undertaken to Investigate and Remediate Hazardous Material, and to restore the off-site location or any other location or any of its agents, employees or invites, causes or permits the Release of any Hazardous Materials in, on, under or about any part of the off-site location or any other location, the Contractor shall immediately and at no expense to the District take any and all appropriate actions to return the off-site location or any location affected thereby to the condition existing prior to such Release and otherwise Investigate and Remediate the Release in accordance with all Environmental Laws. Contractor shall afford the District a full opportunity to participate in any discussions with governmental regulatory agencies regarding any settlement, cleanup or abatement agreement, consent decree, or other compromise or proceeding involving Hazardous Material.

**SECTION D: PACKAGING AND MARKING**

- D.1** Packaging and marking requirements for the resultant contract will be governed by the Shipping Instructions Clause in Section 2 of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated April 2003, **Attachment J.1**.
- D.2** The Contractor shall affix the adhesive portion of the Vehicle Control Form to the vehicle being removed from the Blue Plains Storage and Auction Lot, 5001 Shepherd Parkway, SW, Washington, DC, or other DPW-operated impoundment lot.

**SECTION E: INSPECTION AND ACCEPTANCE**

- E.1** The inspection and acceptance requirements for the resultant contract will be governed by the Inspection of Supplies Clause in Section 6 of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts dated April 2003, **Attachment J.1**.
- E.2** The Contractor shall allow the DPW to visit the off-site location, with a 1 (one) day notice, from time to time during the term of the contract to conduct a review of the operation. Any re-inspection(s) made necessary due to deficiencies in the contractor's disposal operation process shall be made at the contractor's expense.

## **SECTION F - DELIVERIES AND PERFORMANCE**

### **F.1 CONTRACT TYPE**

The District contemplates award of more than one indefinite quantity contract.

### **F.2 TERM OF CONTRACT**

The term of the contract shall be for a period of one year from date of award as indicated on page one (1) of the contract.

#### **F.2.1 OPTION PERIOD**

**F.2.1.1** The District may extend the term of this contract by exercising up to four (4) one-year, option periods.

**F.2.1.2** The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

#### **F.2.2 OPTION TO EXTEND THE TERM OF THE CONTRACT**

**F.2.2.1** The District may extend the term of this contract for a period of four (4), one-year option periods, or fractions thereof, by written Notice to the Contractor before the expiration of the contract; provided that the District shall give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor shall waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

**F.2.2.2** If the District exercises this option, the extended contract shall be considered to include this option provision.

**F.2.2.3** The price of the option period shall be as specified in the contract and as prescribed in Section I.9 of this solicitation.

**F.3 EVALUATION OF OPTIONS**

The Bidder shall include option year prices in its bid. A bid may be determined nonresponsive if it fails to include option year pricing. The District will evaluate bids for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the Government to exercise them. The District's total requirements may change during the option years.

**F.4 TIME OF DELIVERY ESSENTIAL**

Time of delivery is of the essence. The District cannot afford an interruption in the removal of vehicles from the Blue Plains lot. The contractor shall commence work within five (5) days from notification of contract award. Contractor shall begin to remove vehicles from the District premises within five (5) days after receipt of notification by the COTR.

**F.5 PICK-UP OF VEHICLE POINTS**

The Contractor shall pick up vehicles from the following location:

Department of Public Works  
Blue Plains Storage and Auction Lot  
5001 Shepherd Parkway S.W.  
Washington, D.C. 20032

Pick-Up hours: 7:00 AM – 4:00 PM  
Monday through Friday, Except Holidays  
Saturdays as requested by the DPW  
Contact: COTR  
Telephone No.: (202) 645-5500

The contractor may be asked from time to time to pick up vehicles from other DPW-operated impoundment lots.

## **SECTION G - CONTRACT ADMINISTRATION DATA**

### **G.1 DOCUMENTATION/VEHICLE CONTROL FORM**

The Contractor shall develop and utilize a separate Vehicle Control Form for each vehicle removed that will include all of the following information:

- A description of the vehicle make, model, year, color, and its identification number (VIN) (or lot control number when no VIN is present).
- The date it was picked up a DPW-operated impoundment lot and delivered to the off-site location.
- The date that vehicle preparation was completed.
- A listing of every fluid removed from the vehicle and the name and address of the firm where the fluid will be disposed of or used.
- The date the prepared vehicle was transferred from the off-site location to the vehicle shredder.
- The name and address of the vehicle shredder firm it was shipped to.
- A signature representing acceptance by the shredder.

Every Vehicle Control Form shall contain the following certification: "I hereby certify that the above-referenced vehicle has been properly disposed of in compliance with the abandoned vehicle contract with the Department of Public Works and all applicable laws." The Contractor's owner or president (or their designee) shall sign this certification.

In addition, the Contractor shall maintain a comprehensive master list of every vehicle pick-up hereunder. The master list shall include all of the information required on the Vehicle Control Form and shall be updated at least weekly. This must be kept in electronic form as well and shared monthly with the DPW.

### **G.2 PAYMENT**

- G.2.1** Within 10 days after the end of each month, the Contractor shall deliver to the DPW Abandoned Vehicle Operations the original signed copies of the completed Vehicle Control Forms. A form shall be considered complete when the vehicle has been delivered to a transporter for shipment to a vehicle shredder and the shredder signs in acceptance of the vehicle.
- G.2.2** The Contractor will receive an itemized statement (invoice) listing each vehicle the Contractor received from the DPW.

- G.2.3** Upon receipt of invoice from the DPW, The Contractor shall remit payment to the District within thirty (30) days from date of invoice. Payment shall be made to the D.C. Treasurer by certified or cashier's check. Payment must be delivered or mailed to the agency Chief Financial Officer (CFO) with concurrent copies to the COTR specified in Section G.7.1 below. The address of the CFO is:

Department of Public Works  
Office of the Chief Financial Officer  
Customer Care Division  
2000 14<sup>th</sup> Street, NW 6th Floor  
Washington, D.C. 20009  
(202) 671-2300

- G.2.4** Payment received after thirty (30) days of DPW's invoice date shall be considered late and charged a late charge of 1.5% of the total invoice.

**G.3 METHOD OF PAYMENT**

The Contractor shall pay the amount due the District under this contract after:

- G.3.1** Removal and disposal of each of the vehicles;
- G.3.2** Presentation of a properly executed invoice.

**G.4 ASSIGNMENTS `**

- G.4.1** In accordance with 27 DCMR 3250, unless otherwise prohibited by this contract, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financial institution
- G.4.2** An assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.
- G.4.3** Notwithstanding an assignment of money claims pursuant to authority contained in the contract, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated \_\_\_\_\_,

POKA-2004-B-0001

make payment of this invoice to \_\_\_\_\_  
(name and address of assignee).

## **G.5 CONTRACTING OFFICER (CO)**

Contracts may be entered into and signed on behalf of the District Government only by the Contracting Officer. The address and telephone number of the Contracting Officer is:

James Harper, Jr.  
Commodity Manager  
Professional Services and Public Safety Commodity Group  
Office of Contracting and Procurement  
441 4<sup>th</sup> Street NW, 7<sup>th</sup> Floor  
Washington, DC 20001  
(202) 724-4014

## **G.6 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

- G.6.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.
- G.6.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.
- G.6.3** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

## **G.7 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

- G.7.1** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

Sean Gordy  
Department of Public Works  
Parking Services Administration  
1725 15<sup>th</sup> Street, NE



- G.7.2** It is understood and agreed that the COTR shall not have the authority to make changes in the specifications/statement of work or terms and conditions of the contract.
- G.7.3** Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer, may be denied compensation or other relief for any additional work performed that is not so authorized, and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1 AUDITS, RECORDS, AND RECORD RETENTION**

- H.1.1** At any time or times before final payment and three (3) years thereafter, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. For cost reimbursement contracts, any payment may be reduced by amounts found by the Contracting Officer not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the District Government and an overpayment is found, the Contractor shall reimburse the District for said overpayment within thirty (30) days after written notification.
- H.1.2** The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract that results from this solicitation.
- H.1.3** The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.
- H.1.4** The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Contracting Officer.
- H.1.5** Persons duly authorized by the Contracting Officer shall have full access to and the right to examine any of the Contractor's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- H.1.6** The Contractor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

## **H.2 PUBLICITY**

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractor, either during or after expiration or termination of the Contract make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this Contract.

## **H.3 CONFLICT OF INTEREST**

**H.3.1** No official or employee of the District of Columbia or the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract. (DC Procurement Practices Act of 1985, D.C. Law 6-85, D.C. Official Code 2-310.01 and Chapter 18 of the DC Personnel Regulations).

**H.3.2** The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

## **H.4 REMOVAL PROCEDURE**

**H.4.1** The COTR will contact the Contractor the day prior to schedule the time, date and location of the removal, the vehicle(s) and the type of equipment needed.

**H.4.2** On the date of removal, the Contractor shall meet the COTR at the designated location where the Contractor shall be provided a written authorization (Vehicle Control Form). The COTR shall retain the original of the Vehicle Control Form. The original of the Vehicle Control Form shall be provided to the contractor for completion in accordance with G.1. A copy of the Vehicle Control Form shall be affixed to the vehicle. The Contractor or his representative must sign in and out with the COTR prior to initiation and at the completion of each vehicle removed. All regular scheduled work is to be

POKA-2004-B-0001

initiated and completed during Blue Plains Operating hours, unless otherwise specified or arranged by the COTR.

**H.4.3** The Contractor shall furnish all necessary labor, materials, equipment and supervision required to remove the vehicles from the Blue Plains Lot. Vehicles shall be secured in such a manner as to prevent them, or their parts or fluids, from falling or leaking off conveyance vehicles. The Contractor shall reimburse the District for any damage to government property caused during the loading and removal process. The District shall not be held responsible for damage to equipment owned or in the contractor's possession, which is left unattended.

## **H.5 PROTECTION OF PROPERTY**

The contractor shall be responsible for any damage to any structure, interior, or their approaches in delivering equipment covered by this contract.

## **H.6 LIQUIDATED DAMAGES**

Removal of vehicles shall occur during Blue Plains Tow Lot operating hours, unless otherwise specified. The Contractor must remove all vehicles designated for removal within one working day from the time of notification. The contractor shall be charged a sixty (\$60.00) per day fee for each day (24 hours) or fraction of a day the vehicle is not removed.

## **H.7 RETURN TO OWNER**

Under no circumstances shall a vehicle be released to the prior owner (DPW will be the official "owner"), except by written authorization by the COTR. The District assumes no liability and shall not incur any cost for unauthorized releases.

## **H.8 LICENSES REQUIRED FOR TOWING BUSINESS**

In accordance with Title 16, District of Columbia Municipal Regulations (DCMR), Chapter 4, Towing Services for Motor Vehicles, tow business must apply for a basic business license and a basic business license endorsement for a Towing Business and a

POKA-2004-B-0001

Towing Services Storage Lot as required by D.C. Official Code 47-2851.01 et seq (2001).

## **SECTION I: CONTRACT CLAUSES**

### **I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts dated April 2003 (Attachment J.1) are incorporated as part of the contract resulting from this solicitation.

### **I.2 CONFIDENTIALITY OF INFORMATION**

All information obtained by the Contractor relating to any employee or customer of the District shall be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and federal laws governing the confidentiality of records.

### **I.3 TIME**

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

### **I.4 OTHER CONTRACTORS**

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District Contractor or by any District employee.

### **I.5 SUBCONTRACTS**

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior, written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District shall have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

### **I.6 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment

Opportunity Information Report are incorporated herein as Attachment J3. An award cannot be made to any Bidder who has not satisfied the equal employment requirements as set forth by the Department of Human Rights and Local Business Development.

## **I.7 CONTINUITY OF SERVICES**

**I.7** The Contractor recognizes that the services provided under this contract are vital to the District of Columbia and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District Government or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

**I.7.1** Furnish phase-out, phase in (transition) training, and

**I.7.2** Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

## **I.8 INSURANCE**

The Contractor shall obtain the minimum insurance coverage set forth below prior To award of the contract and within ten (10) calendar days after being called upon by the District to do so and keep such insurance in force throughout the contract period.

**I.8.1** Bodily Injury: The Contractor shall carry bodily injury insurance coverage written in the comprehensive form of policy of at least \$500,000 per occurrence.

**I.8.2** Property Damage: The Contractor shall carry property damage insurance of at least (\$20,000) per occurrence.

**I.8.3** Workers' Compensation: The Contractor shall carry workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this contract, and the Contractor agrees to comply at all times with the provisions of the workers' compensation laws of the District.

**I.8.4** Employer's Liability: The Contractor shall carry employer's liability coverage of at least one hundred thousand dollars (\$100,000) per employee.

**I.8.5** Automobile Liability: The Contractor shall carry automobile's liability insurance written on the comprehensive form of policy. The policy shall Provide for bodily injury and property damage liability covering the

operation of all automobiles used in connection with performing the contract. Policies shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

**I.8.6** Pollution Legal Liability: The Contractor shall maintain at all times during the term of this contract Pollution legal liability insurance with a minimum coverage of \$1,000,000 per occurrence and \$1,000,000 aggregate.

**I.8.7** All insurance provided by the Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance and Securities Regulation, 810 1st St. N.E. #701, Washington, DC 20002, with a certificate of insurance to be delivered to the District's Contracting Officer within fourteen (14) days of contract award. The policies of insurance shall provide for at least thirty (30) days written notice to the District prior to their termination or material alteration.



**SECTION J: LIST OF ATTACHMENTS**

- J.1** Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, April 2003
- J.2** LSDBE Certification Package
- J.3** E.E.O. Information and Mayor Orders 85-85
- J.4** Tax Certification Affidavit – OTR and DOES
- J.5** Iron Age Scrap Price Bulletin
- J.6** Wage Determination No 1994 2103, Revision No. 32 dated 5/27/2004

**SECTION K:**

**REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENT OF BIDDERS**

**K.1 TAX CERTIFICATION**

Each Bidder must submit with its bid, a sworn Tax Certification Affidavit incorporated herein as Attachment J 4.

**K.2 TYPE OF BUSINESS ORGANIZATION**

**K.2.1** The Bidder, by checking the applicable box, represents that

(a) It operates as:

- ☐ a corporation incorporated under the laws of the State of
- ☐ an individual,
- ☐ a partnership
- ☐ a nonprofit organization, or
- ☐ a joint venture; or

(b) If the Bidder is a foreign entity, it operates as:

- ☐ an individual
- ☐ a joint venture, or
- ☐ a corporation registered for business in \_\_\_\_\_  
(Country)

**K.3 EMPLOYMENT AGREEMENT**

For all bids over \$100,000, except for those in which the Bidder is located outside the Washington Metropolitan Area and will perform no work in the Washington Metropolitan Area, the following certification is required (see Clause 28 of the Standard Contract Provisions). The Bidder recognizes that one of the primary goals of the District government is the creation of job opportunities for bona fide District residents. Accordingly, the Bidder agrees to pursue the District's following goals for utilization of bona fide residents of the District of Columbia with respect to this contract and in compliance with Mayor's Order 83-265: (1) at least 51% of all jobs created as a result of this contract are to be performed by employees who are residents of the District of Columbia and (2) at least 51% of apprentices and trainees shall be residents of the District of Columbia are registered in programs approved by the D.C. Apprenticeship Council. The Bidder also agrees to notify all prospective subcontractors, prior to

execution of any contractual agreements, that the subcontractors are expected to implement Mayor's Order 83-265 in their own

employment practices. The Bidder understands and will comply with the requirements of The Volunteer Apprenticeship Act of 1978, D.C. Official Code sec. 32-1401 et seq., and the First Source Employment Agreement Act of 1984, D.C. Official Code sec. 2-219.01 et seq.

The Bidder certifies that it intends to enter into a First Source Employment Agreement with the District of Columbia Department of Employment Services (DOES). Under this First Source Employment Agreement, the Bidder will use DOES as the first source for recruitment and referral of any new employees. The Bidder shall negotiate the First Source Employment Agreement directly with DOES. Nothing in this certification or the First Source Employment Agreement shall be construed as requiring the Bidder to hire or train persons it does not consider qualified based on standards the Bidder applies to all job applicants.

Name \_\_\_\_\_ Title \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

**K.4 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS**

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the Bidder for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Bidder \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_

Bidder \_\_\_\_ has \_\_\_\_ has not participated in a previous contract or subcontract

subject to the Mayor's Order 85-85. Bidder \_\_\_\_ has \_\_\_\_ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed sub contractors. (The above

representations need not be submitted in connection with contracts or subcontracts, which are exempt from the Mayor's Order.)

#### **K.5 WALSH-HEALEY ACT**

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35-45), the following terms and conditions apply:

- (a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
- (b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (U.S.C.) and Services Contract Act (29 U.S.C. 214).

#### **K.6 OFFICERS NOT TO BENEFIT CERTIFICATION**

Each Bidder shall check one of the following:

\_\_\_\_\_ No person listed in Clause 17 of the Standard Contract Provisions will benefit from this contract.

\_\_\_\_\_ The following person(s) listed in Clause 17 may benefit from this contract. For each person listed, attach the affidavit required by Clause 17 of the Standard Contract Provisions.

\_\_\_\_\_  
\_\_\_\_\_

#### **K.7 BUY AMERICAN CERTIFICATION**

The Bidder hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Clause 29 of the Standard Contract Provisions, “Buy American Act”), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____	EXCLUDED END PRODUCTS
_____	COUNTRY OF ORIGIN

#### **K.8 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

(a) Each signature of the bidder is considered to be a certification by the signatory in accordance with D.C. Official Code 2-303.16 that:

- 1) The prices in this Contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any bidder or competitor relating to:
  - (i) those prices
  - (ii) the intention to submit a Contract, or
  - (iii) the methods or factors used to calculate the prices in the Contract;
- 2) The prices in this Contract have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before Contract opening unless otherwise required by law; and
- 3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a Contract for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory;

- 1) Is the person in the bidder’s organization responsible for determining the prices being offered in this Contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not

participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

---

(insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the bidder's organization);

- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2)(I) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
  - (ii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (b) If the bidder deletes or modifies subparagraph (a)(2) above, the bidder must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

## **SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS**

### **L.1 METHOD OF AWARD**

#### **L.1.1 Contract Type**

The District contemplates award of multiple indefinite quantity contracts.

**L.1.2** The District reserves the right to accept/reject any/all bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.

**L.1.3** Award will be made to the responsive and responsible bidder(s) who has the lowest evaluated bid price per CLIN.

### **L.2 PREPARATION AND SUBMISSION OF BIDS**

**L.2.1** Bidders shall submit a signed original and 2copies. The District will not accept a facsimile copy of a bid as an original bid. All items accepted by the District, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the bidder's offer shall constitute the formal contract. Each bid shall be submitted in a sealed envelope conspicuously marked: "**Bid in Response to Solicitation No. POKA-2004-B-0001**"

**L.2.2** The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid.

**L.2.3** The District may reject as non-responsive any bid that fails to conform in any material respect to the Invitation for Bids.

**L.2.4** The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.

### **L.3 BID SUBMISSION DATE AND TIME**

Bids must be submitted no later than **2:00 p.m.** local time on the date indicated on page 1.

### **L.4 WITHDRAWAL OR MODIFICATION OF BIDS**

A bidder may modify or withdraw its bid upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of bids, but not later than the exact time set for opening of bids.

### **L.5 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS**

**L.5.1** Bids, modifications to bids, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- a.** The bid or modification was sent by registered or certified mail no later than the fifth (5th) day before the date specified for receipt of bids; or
- b.** The bid or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District after receipt.

#### **L.5.2 Postmarks**

The only acceptable evidence to establish the date of a late bid, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the bid shall be considered late unless the bidder can furnish evidence from the postal authorities of timely mailing.

#### **L.5.3 Late Submissions**



A late bid, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

#### **L.5.4 Late Modifications**

A late modification of a successful bid, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

#### **L.5.5 Late Bids**

A late bid, late modification or late withdrawal of a bid that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful bids resulting from this solicitation.

### **L.6 HAND DELIVERY OR MAILING OF BIDS**

DELIVER OR MAIL TO:

Office of Contracting and Procurement  
Bid Counter  
441 4<sup>th</sup> street, NW, 7<sup>rd</sup> Floor  
Washington, DC 20001

### **L.7 ERRORS IN BIDS**

Bidders are expected to read and understand fully all information and requirements contained in the solicitation; failure to do so will be at the bidder's risk. In event of a discrepancy between the unit price and the total price, the unit price shall govern.

### **L.8 QUESTIONS ABOUT THE SOLICITATION**

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the questions in writing to the Contracting Officer. The prospective bidder shall submit questions no later than 14 days prior to the closing date and time indicated for this solicitation. The District will furnish responses promptly to all other prospective bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any other prospective bidders. Oral explanations or instructions given before the award of the contract will not be binding.

### **L.9 FAILURE TO SUBMIT BIDS**

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the Office of Contracting and Procurement, Contract Specialist, Professional Services and Public Safety Commodity Group 441 4<sup>th</sup> Street, NW 7<sup>th</sup> Floor, Washington, DC 20001, telephone (202) 727-6605, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contract Specialist, Office of Contracting and

Procurement, of the reason for not submitting a bid in response to this solicitation. If a recipient does not submit a bid and does not notify the Contract Specialist, Office of Contracting and Procurement that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

#### **L.10 BID PROTESTS**

Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting officer for the solicitation.

#### **L.11 SIGNING OF BIDS**

**L.11.1** The Contractor shall sign the bid and print or type its name on the **Solicitation, Offer and Award** form of this solicitation. Each bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

**L.11.2** All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Bidders shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

## **L.12 ACCEPTANCE PERIOD**

The bidder agrees that its bid remains valid for a period of (ninety) days from the solicitation's opening date.

## **L.13 LEGAL STATUS OF BIDDER**

Each bid must provide the following information:

- L.13.1** Name, Address, Telephone Number, Federal tax identification number and DUNS Number of Bidder;
- L.13.2** District of Columbia license, registration or certification, if required by law to obtain such license, registration or certification. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and
- L.13.3** If the Bidder is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements.
- L.13.4** The District reserves the right to request additional information regarding the Bidder's organizational status.

## **L.14 STANDARDS OF RESPONSIBILITY**

POKA-2004-B-0001

The prospective Contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements; therefore, the prospective Contractor must submit the documentation listed below, within five (5) days of the request by the District.

- L.14.1**      Furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.14.2**      Furnish the Contractors name and business address and the address of the off-site location where vehicles will be prepared. Only one off-site location shall be designated and this site shall be used during the term of the contract unless the Contractor receives written approval from  
  
the DPW, Agency Chief Contracting Officer to move the operation to another site.
- L.14.3**      Furnish the number of years the Contractor has been involved in vehicle recycling, number of years located at current off-site location and the number of vehicles prepared and delivered to a vehicle shredder in each of the past three years.
- L.14.4**      Furnish evidence of compliance with the applicable District and/or other state agencies' licensing and tax laws and regulations. Furnish evidence in the form of copies of licenses, permits or approvals that the off-site location where vehicles will be prepared is properly licensed and zoned for the activities described herein.
- L.14.5**      Furnish evidence of a satisfactory performance record, record of integrity and business ethics.
- L.14.6**      Furnish evidence that the Contractor can pick-up vehicles from the DPW, Blue Plains Lot, and state whether this work will be completed by trucks owned and operated by the Contractor or whether other firms will be involved in this work. If other firms will be involved in this work please state the business name and address for each such firm and state whether each said firm is properly licensed to engage in that business. List trucks available (by quantity, type, and state of operation and condition) to be used to perform the work of this contract.
- L.14.7**      List the business name and address of each company that the Contractor will sell or dispose of each of the vehicle parts and state

whether each said business is properly licensed to engage in that business.

- L.14.8** List the name and address of each company that the Contract will sell or dispose of each of the vehicle fluid to and state whether each said business is properly licensed to engage in that business.
- L.14.9** List the business name and address of each vehicle shredder operation where the Contractor will dispose of the vehicles and state whether each said business is properly licensed to engage in that business.
- L.14.10** Furnish a written description of the off-site location where vehicles will be prepared that includes a physical description of the site (pictures may be included); and a description of other systems that are in place such as preventive maintenance; storm water management, hazard communication plan; emergency response systems for fires or spills; material safety data sheets; erosion and sediment controls.
- L.14.11** Furnish a written description of the vehicle preparation operation that includes a detailed description of each step in the process of preparing a vehicle, beginning when a vehicle first arrives on-site to when preparation is complete. Also include a description of vehicle storage both prior to and after preparation.
- L.14.12** Furnish a written description of how every vehicle fluid is stored and ultimately disposed of or used.
- L.14.13** Furnish a written description of basic personal safety equipment including gloves, hard hats, safety shoes, safety clothing, safety shields and goggles, when use is required.
- L.14.14** Furnish a list and a copy of each and every permit issued either by the United States Environmental Protection Agency (EPA) or the Department of Consumer and Regulatory Affairs (DCRA) and/or other appropriate state and local agencies related to the Contractor's operation including, without limitation, generator of hazardous waste registration and identification number.
- L.14.15** Furnish a list and copies of any documents related to any compliance activities by the EPA, DCRA, or other appropriate government bodies for the past three years.
- L.14.16** Furnish a written description of the Contractor's history for the past 3 years of compliance with environmental laws and regulations related

to the transportation of vehicles, preparation of vehicles, the disposal of fluids and parts and the disposal of vehicles by way of shredder operation.

- L.14.17** If the prospective Contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective Contractor to be nonresponsible.

#### **L.15 ACKNOWLEDGMENT OF AMENDMENTS**

The bidder shall acknowledge receipt of any amendment to this solicitation by following either of these methods (a) signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose on page 1, No. 14; or (c) by letter or telegram, including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of bids. Bidders' failure to acknowledge an amendment may result in rejection of the bid.

#### **L.16 REQUIREMENT FOR DESCRIPTIVE LITERATURE:**

- A. Descriptive literature must be furnished as a part of the bid and must be received before the time set for opening bids. The literature furnished must be identified to show the items in the bid to which it pertains. The descriptive literature is required to establish, for the purpose of bid evaluation and award, details of the disposal operation the bidder proposes to furnish as to performance characteristics.
- B. Failure of descriptive literature to show that the disposal operation offered conforms to the specifications and other requirements of this invitation for bids will require rejection of the bid. Failure to furnish the descriptive literature by the time and date set for receipt of bids will require rejection of the bid, except that if the materials are transmitted by mail and is received late, it may be considered under the provision for considering late bids, as set forth in section L.5 of this invitation for bids.
- C. The contracting officer may waive the requirement for furnishing descriptive literature if either of the following occurs:

POKA-2004-B-0001

- (1) The bidder states in the bid that the disposal operation being offered is the same as a disposal operation previously or currently being furnished to the District; or
- (2) The contracting officer, on advice of technical personnel, determines that the disposal operation offered by the bidder complies with the specification requirements of the current invitation for bids.

#### **L.17 SITE VISIT**

The District may conduct a site visit of the bidder's facilities used in their disposal operation. The bidder will be notified within 10 days of the opening of bids if a site visit is required of the bidders facilities. The Commodity Manager or designee shall contact the bidder regarding the date and time the site visit will be conducted.

Bidders may, and are encouraged, to visit the Blue Plains facility, in preparation for bid, by calling (202) 645-5500, and scheduling an appointment.

## **M.1 CLAUSES APPLICABLE TO ALL OPEN MARKET SOLICITATIONS**

1. Preference for Local Businesses, Disadvantage Businesses,  
Resident Business Ownerships or Businesses Operating in an Enterprise Zone

### **a. General Preferences**

Under the provisions of D.C. Law 13-169, "Equal Opportunity for Local, Small, or Disadvantaged Business Enterprises Amendment Act of 2000" (the Act), the District shall apply preferences in evaluating bids or proposals from businesses that are local, disadvantaged, resident business ownership or located in an enterprise zone of the District of Columbia.

**For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:**

Four percent reduction in the bid price or the addition of four points on a 100-point scale for a local business enterprise (LBE) certified by the Local Business Opportunity Commission (LBOC);

- 1) Three percent reduction in the bid price or the addition of three points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the LBOC;
- 2) Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident business ownership (RBO), as defined in Section 2(a)(8A) of the Act, and certified by the LBOC; and
- 3) Two percent reduction in the bid price or the addition of two points on a 100-point scale for a business located in an enterprise zone, as defined in Section 2(5) of D.C. Law 12-268 and in 27 DCMR 899, 39 DCR 9087-9088 (December 4, 1992).

Any prime contractor that is a LBE certified by the LBOC will receive a four percent (4%) reduction in the bid price for a bid submitted by the LBE in response to an Invitation for Bids (IFB) or the addition of four points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to a Request for Proposals (RFP).



Any prime contractor that is a DBE certified by the LBOC will receive a three percent (3%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to a RFP.

Any prime contractor that is a RBO certified by the LBOC will receive a three percent (3%) reduction in the bid price for a bid submitted by the RBO in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the RBO in response to a RFP.

Any prime contractor that is a business enterprise located in an enterprise zone will receive a two percent (2%) reduction in the bid price for a bid submitted by such business enterprise in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by such business in response to a RFP.

**2. Preferences for Subcontracting in Open Market Solicitations with No LBE, DBE, RBO Subcontracting Set-Aside**

The preferences for subcontracting in open market solicitations where there is no LBE, DBE or RBO subcontracting set-aside are as follows:

- 1) **If the prime contractor is not a certified LBE, certified DBE, certified RBO or a business located in an enterprise zone, the District will award the above-stated preferences by reducing the bid price or by increasing the points proportionally based on the total dollar value of the bid or proposal that is designated by the prime contractor for subcontracting with a certified LBE, DBE, RBO or business located in an enterprise zone.**
- 2) If the prime contractor is a joint venture that is not a certified LBE, certified DBE or certified RBO joint venture, or if the prime contractor is joint venture that includes a business in an enterprise zone but such business located in an enterprise zone does not own and control at least 51% of the joint venture, the District will award the above-stated preferences by reducing the bid price or by increasing the points proportionally in the proposal based on the total dollar value of the bid or proposal that is designated by the prime contractor for a certified LBE, DBE , RBO or business located in an enterprise zone, for participation in the joint venture.

For Example:

If a non-certified prime contractor subcontracts with a certified local business enterprise for a percentage of the work to be performed on an RFP, the calculation of the percentage points to be added during evaluation would be according to the following formula:

$$\frac{\text{Amount of Subcontract}}{\text{Amount of Contract}} \times 4* = \text{Points Awarded During Evaluation of LSDBE Subcontracting}$$

\*Note: Equivalent of four (4) points on a 100-point scale

The maximum total preference under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to a RFP. Any prime contractor receiving the full bid price reduction or point addition to its overall score for a particular preference will not receive any additional bid price reduction or points for further participation on a subcontracting level for that particular preference.

However, the prime contractor will receive a further proportional bid price reduction or point addition on a different preference for participation on a subcontracting level for that different preference. For example, if a LBE prime contractor receives the four percent bid price reduction or the equivalent of four points on a 100-point scale, the LBE prime contractor does not receive a further price reduction or additional points if such contractor proposes subcontracting with an LBE. However, if this same LBE prime contractor proposes subcontracting with a DBE, the LBE prime contractor receives a further proportional bid price reduction or point addition for the DBE participation on the subcontracting level.

3. Preferences for Open Market Solicitations with LBE, DBE or RBO Subcontracting Set Aside

If the solicitation is an open market solicitation with a LBE, DBE or RBO subcontracting set-aside, the prime contractor will receive the LBE, DBE or RBO preferences only if it is a certified LBE, DBE or RBO. There shall be no preference awarded for subcontracting by the prime contractor with a LBE, DBE or RBO, even if the prime contractor proposes LBE, DBE or RBO subcontracting above the subcontracting levels required by the solicitation. However, the prime contractor shall be entitled to the full preference for businesses located in an enterprise zone if it is a business located in an

POKA-2004-B-0001

enterprise zone or a proportional preference if the prime contractor subcontracts with a business located in an enterprise zone.

The maximum total preference under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to a RFP.

**4. Preferences for Certified Joint Ventures Including Local or Disadvantaged Businesses or Resident Business Ownerships**

When an LBOC-certified joint venture includes a local business enterprise (LBE), disadvantaged business enterprise (DBE) or a resident business ownership (RBO), and the LBE, DBE or RBO owns and controls at least fifty-one (51%) of the venture, the joint venture will receive the preferences as if it was a certified LBE, DBE or RBO.

**5. Preferences for Joint Ventures Including Businesses Located in an Enterprise Zone**

When a joint venture includes a business located in an enterprise zone, and such business located in an enterprise zone owns and controls at least fifty-one percent (51%) of the venture, the joint venture will receive the preference as if it were a business located in an enterprise zone.

**6. Vendor Submission for Preferences**

Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal the following documentation, as applicable to the preference being sought:

Evidence of the vendor's, subcontractor's, or joint venture partner's certification or self-certification as a LBE, DBE or RBO, to include either:

- 1) A copy of all relevant letters of certification from the Local Business Opportunity Commission (LBOC); or
- 2) A copy of any sworn notarized Self-Certification Forms prescribed by the LBOC, along with an acknowledgement letter issued by the Director of the LBOC. Businesses with principal offices located outside of the District of Columbia must first be certified as LBEs before qualifying for self-certification.

POKA-2004-B-0001

Evidence that the vendor or any subcontractor is located in an enterprise zone.

In order for a bidder or offeror to receive allowable preferences under this solicitation, the bidder or offeror must include the relevant information as described in subparagraphs (a) and (b) of this clause, as part of its bid or proposal.

**Attachment J.2** contains the Self-Certification Package

In order to receive any preferences under this solicitation, any vendor seeking self-certification must complete and submit the forms to:

Office of Local Business Development  
ATTN: LSDBE Certification Program  
441 Fourth Street, N.W., Suite 970N  
Washington, DC 20001

All vendors are encouraged to contact the Local, Small and Disadvantaged Business Enterprises Certification Program at (202) 727-3900 if additional information is required on certification procedures and requirements.

**7. Penalties for Misrepresentation**

Any material misrepresentation on the sworn notarized self-certification form could result in termination of the contract, the contractor's liability for civil and criminal action in accordance with the Act, D.C. Law 12-268, and other District laws, including debarment.

**8. Local, Small, and Disadvantaged Business Enterprise Subcontracting**

- a. When a prime contractor is certified by the Office of Local Business Development as a local, small or disadvantaged business or a resident business ownership, the prime contractor shall perform at least fifty percent (50%) of the contracting effort, excluding the cost of materials, goods, and supplies with its own organization and resources, and if it subcontracts, fifty percent (50%) of the subcontracting effort, excluding the cost of materials, goods, and supplies shall be with certified local, small, and disadvantaged business enterprises and resident business ownerships, unless a waiver is granted by the contracting officer, with the prior approval and consent of the Director of the LBOC under the provisions of 27 DCMR 805, 39 DCR 5578-5580 (July 24, 1992).
- b. By submitting a signed bid or proposal, the prime contractor certifies that it will comply with the requirements of paragraph (a) of this clause.

9. **CLAUSE APPLICABLE ONLY TO OPEN MARKET SOLICITATIONS WITH LBE, DBE, OR RBO SUBCONTRACTING SET-ASIDE**

Under the provisions of 27 DCMR 801.2(b), 39 DCR 5571 (July 24, 1992), \_\_\_\_% of the total dollar value of this contract has been set-aside for performance through subcontracting with local business enterprises, disadvantaged business enterprises, or resident business ownerships. Any prime contractor responding to this solicitation shall submit with its bid or proposal a notarized statement detailing its subcontracting plan (See Clause C.1, Subcontracting Plan and Clause C.2, Liquidated Damages). Once the plan is approved by the contracting officer, changes will only occur with the prior written approval of the contracting officer. (Use when a determination has been made that the District will if mandatory, decision to set-aside a percentage of this procurement to local business enterprise, disadvantage or resident business ownerships).

10. **CLAUSES APPLICABLE TO OPEN MARKET SOLICITATIONS IN WHICH THERE WILL BE LBE, DBE, OR RBO SUBCONTRACTING OR SUBCONTRACTING WITH A BUSINESS LOCATED IN AN ENTERPRISE ZONE**

**Subcontracting Plan**

A notarized statement detailing a subcontracting plan shall be submitted, as part of the bid or proposal, by any prime Contractor seeking a preference on the basis of proposed subcontracting with a local business enterprise (LBE), disadvantaged business enterprise (DBE), resident business ownership (RBO) or business located in an enterprise zone; and by any prime contractor responding to a solicitation in which there is a LBE, DBE, or RBO subcontracting set-aside. Each subcontracting plan shall include the following:

- (a) A description of the goods and services to be provided by the LBE, DBE, or RBO or business located in an enterprise zone;
- (b) If the prime contractor is seeking a preference on the basis of proposed subcontracting with a LBE, DBE, RBO, or a business located in an enterprise zone, a statement of the dollar amount, by type of business enterprise, of the bid or proposal that is designated by the prime contractor for a LBE, DBE, RBO, or business located in an enterprise zone;
- (c) If the solicitation contains a LBE, DBE, or RBO subcontracting set-aside, a statement of the dollar value, by type of business enterprise, of the bid or proposal that pertains to the subcontracts to be performed by the LBEs, DBEs, or RBOs;

- (d) The names and addresses of all proposed subcontractors who are LBEs, DBEs, RBOs or businesses located in an enterprise zone;
- (e) The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- (f) A description of the efforts the prime contractor will make to ensure that LBEs, DBEs, RBOs, or businesses located in an enterprise zone will have an equitable opportunity to compete for subcontracts;
- (g) In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- (h) Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- (i) List the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and include assurances that the prime contractor will make such records available for review upon the District's request; and
- (j) A description of the prime Contractor's recent effort to locate LBEs, DBEs, RBOs, and businesses located in an enterprise zone and to award subcontracts to them.

#### **Liquidated Damages**

If during the performance of this contract, the contractor fails to comply with the subcontracting plan submitted in accordance with the requirements of this contract and 27 DCMR 804.9, 39 DCR 5578 (July 24, 1992), and as approved by the contracting officer, the contractor shall pay to the District liquidated damages in the sum of twenty-five dollars (\$25.00) for each calendar day the contractor fails to comply with the subcontracting plan, unless the contracting officer determines that the contractor made good faith efforts to comply with the subcontracting plan in accordance with subparagraph (b) below.

- (a) Prior to assessing any liquidated damages under this provision, the contracting officer shall issue a written notice informing the contractor that it is not in compliance with the subcontracting plan and set forth the areas of non-compliance. The written notice from the contracting officer shall provide the contractor with ten (10) days from the date of receipt of the written notice to correct any areas of non-compliance or to demonstrate that the contractor has used good faith efforts to comply with the subcontracting plan. If the contractor fails to correct any areas of non-compliance or demonstrate good faith efforts within the ten-day period, the contracting officer shall assess liquidated damages beginning on the first day after the end of the ten-day period.
- (b) If failure to comply with the subcontracting plan is such that the contracting officer determines it to be a material breach of the contract and terminates the contract under the Default Clause of the Standard Contract Provisions, the contractor shall be liable for aforementioned liquidated damages accruing until the time the District may reasonably obtain similar goods or services.